

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK**

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CORY HAMMOCK, ANGELA BYNUM, and
ANGIOLINA ULERIO-URBAEZ,

Plaintiffs,

MOVING STATE TO STATE LLC, STATE TO STATE MOVING NY INC, STATE TO STATE MOVING GROUP LLC, DIRECT VAN LINES SERVICES INC., AROUND THE CLOCK MOVING SERVICES INC., GREEN PEACE TRANSPORTATION LLC, YARIN NADEL, and MICHAEL NADEL and UNKNOWNNS 1-100,

Defendants,

Index No.: 18 CIV 05628

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DEFENDANT(S) ANSWER TO PLAINTIFF'S COMPLAINT

Defendant(s), MOVING STATE TO STATE LLC, STATE TO, STATE MOVING NY INC, STATE TO STATE MOVING GROUP LLC, DIRECT VAN LINES SERVICES INC., AROUND THE CLOCK MOVING SERVICES INC., GREEN PEACE TRANSPORTATION LLC, and YARIN NADEL , (“Defendants”) say by way of their attorney, Law Offices of Meir Moza, as and for its Verified Answer and Affirmative Defenses to the complaint, dated October 25, 2021 (“Complaint”), of Plaintiff(s), CORY HAMMOCK, ANGELA BAYNUM, and ANGIOLINA ULERI- URBAEZ (“Plaintiffs”), as follows:

DENIALS

1. Defendants deny the allegation(s) in the paragraph(s) of Plaintiff's Complaint enumerated: “2”, “3”, “4”, “5”, “6”, “7”, “8”, “9”, “10”, “11” and “12”
2. Defendants deny the allegation(s) in the paragraph(s) of Plaintiff's Complaint

enumerated in paragraphs “13”, “14”, and “15”, “as the Plaintiffs have failed to establish proper jurisdiction to bring forth this complaint against the Defendants and, thus, making jurisdiction improper for the hearing of the Plaintiff’s complaint.

3. The Defendants lack sufficient knowledge or information to determine the truth of the statements enumerated in paragraphs “16”, “17”, “18”, regarding the residence of the Plaintiff and any and all Plaintiffs in connection with this action not stated in the complaint.
4. Defendants deny the allegations enumerated in paragraph “19” and “20” regarding the principal place of business of the Defendant, Michael Nadel, and his business dealings.
5. Defendants deny the allegations outlined in paragraph(s)“21”, “22”, “23”, “24”, “25”, “26”, “27”, “28”, “29”, and “30”.

AS FOR AN ANSWER TO PLAINTIFFS’ ALLEGATION REGARDING THE

DEFENDANTS’ FRAUDULENT SCHEME

6. As to paragraph numbered “31” through “41”, the Defendant denies the allegations contained in these paragraph(s).

AS FOR AN ANSWER TO THE ABUSE OF CORPORATE FORM

7. As to paragraph numbered “42” through “50”, the Defendant denies the allegations contained in these paragraph(s).

**AS FOR AN ANSWER TO ALLEGATIONS OF A FRAUDULENT SCHEME AND
ENTERPRISE WHICH DIRECTLY HARMS PLAINTIFF CORY HAMMOCK**

8. As to paragraph numbered “51” through “68”, the Defendant denies the allegations

contained in these paragraph(s).

**AS FOR AN ANSWER TO ALLEGATIONS PLAINTIFF HAMMOCK'S
NON-JUDICIAL EFFORTS**

9. As to paragraph numbered "69" through "77", the Defendant denies the allegations contained in these paragraph(s).

**AS FOR AN ANSWER TO ALLEGATIONS OF PLAINTIFF HAMMOCK
ALLEGATION**

10. As to paragraph numbered "78" through "88", the Defendant denies the allegations contained in these paragraph(s).

AS FOR AN ANSWER TO ALLEGATIONS OF PLAINTIFF ANGELA BYNUM

11. As to paragraph numbered "89" through "107", the Defendant denies the allegations contained in these paragraph(s).

**AS FOR AN ANSWER TO ALLEGATIONS OF PLAINTIFF
ANGIOLINA-URBAEZ**

12. As to paragraph numbered "108" through "125", the Defendant denies the allegations contained in these paragraph(s).

AS FOR AN ANSWER TO CIVIL ACTION AGAINST YARIN NADEL

13. As to paragraph numbered "126" through "134", the Defendant denies the allegations contained in these paragraph(s).

**AS FOR AN ANSWER TO THE CRIMINAL ACTION AGAINST YARIN
NADEL**

14. As to paragraph numbered "135" through "146", the Defendant denies the allegations contained in these paragraph(s).

AS FOR AN ANSWER TO THE ALLEGATIONS ON BEHALF OF THE CLASS

15. As to paragraph numbered “147” through “155”, the Defendant denies the allegations contained in these paragraph(s).

AS FOR AN ANSWER TO PLAINTIFFS’ FIRST CAUSE OF ACTION:

RICO SECTION 1963(d)

16. As to paragraph numbered “156”, the Defendant once again repeats; reiterates; realleges and restates the answers and statements made to Plaintiff’s allegations labeled “1” through “155” as if stated once again, with the same full force and effect herein.

17. Denies allegations contained in paragraph labeled “156” through “163” of the Plaintiff’s Summons and Complaint.

AS FOR AN ANSWER TO PLAINTIFFS’ SECOND CAUSE OF ACTION:

RICO SECTION 1963(d)

18. As to paragraph numbered “164”, the Defendant once again repeats; reiterates; realleges and restates the answers and statements made to Plaintiff’s allegations labeled “1” through “163” as if stated once again, with the same full force and effect herein.

19. Denies allegations contained in paragraph labeled “165” through “169” of the Plaintiff’s Summons and Complaint.

**AS FOR AN ANSWER TO PLAINTIFFS’ THIRD CAUSE OF ACTION:
VIOLATION OF NYS CONSUMER PROTECTION FROM DECEPTIVE ACTS**

AND PRACTICES ACTS

20. As to paragraph numbered “170”, the Defendant once again repeats; reiterates; realleges

and restates the answers and statements made to Plaintiff's allegations labeled "1" through "169" as if stated once again, with the same full force and effect herein.

21. Denies allegations contained in paragraph labeled "171" through "177" of the Plaintiff's Summons and Complaint.

AS FOR AN ANSWER TO PLAINTIFFS' FOURTH CAUSE OF ACTION:

FRAUD

22. As to paragraph numbered "178", the Defendant once again repeats; reiterates; realleges and restates the answers and statements made to Plaintiff's allegations labeled "1" through "177" as if stated once again, with the same full force and effect herein.
23. Denies allegations contained in paragraph labeled "179" through "180" of the Plaintiff's Summons and Complaint.

AS FOR AN ANSWER TO PLAINTIFFS' FIFTH CAUSE OF ACTION:

FRAUDULENT CONVEYANCE

24. As to paragraph numbered "178", the Defendant once again repeats; reiterates; realleges and restates the answers and statements made to Plaintiff's allegations labeled "1" through "177" as if stated once again, with the same full force and effect herein.
25. Denies allegations contained in paragraph labeled "179" through "180" of the Plaintiff's Summons and Complaint.

AS FOR AN ANSWER TO PLAINTIFFS' FIFTH CAUSE OF ACTION:

FRAUDULENT CONVEYANCE

26. As to paragraph numbered "181", the Defendant once again repeats; reiterates; realleges and restates the answers and statements made to Plaintiff's allegations labeled "1" through "180" as if stated once again, with the same full force and effect herein.

27. Denies allegations contained in paragraph labeled “182” through “185” of the Plaintiff’s Summons and Complaint.

AS FOR AN ANSWER TO PLAINTIFFS’ SIXTH CAUSE OF ACTION:

NEGLIGENT MISREPRESENTATION

28. As to paragraph numbered “186”, the Defendant once again repeats; reiterates; realleges and restates the answers and statements made to Plaintiff’s allegations labeled “1” through “185” as if stated once again, with the same full force and effect herein.

29. Denies allegations contained in paragraph labeled “187” through “190” of the Plaintiff’s Summons and Complaint.

AS FOR AN ANSWER TO PLAINTIFFS’ SIXTH CAUSE OF ACTION:

CONVERSION

30. As to paragraph numbered “191”, the Defendant once again repeats; reiterates; realleges and restates the answers and statements made to Plaintiff’s allegations labeled “1” through “190” as if stated once again, with the same full force and effect herein.

31. Denies allegations contained in paragraph labeled “192” through “193” of the Plaintiff’s Summons and Complaint.

DEFENDANTS AFFIRMATIVE DEFENSES

AS FOR A FIRST AFFIRMATIVE DEFENSE: FAILURE TO STATE A CLAIM

32. Pursuant to Federal Rules of Civil Procedure Rule 12(b)(6), Plaintiff has failed to state a claim against the Defendant upon which relief may be granted.

AS FOR A SECOND AFFIRMATIVE DEFENSE: JURISDICTION/VENUE

33. This Honorable Court lacks personal jurisdiction over the outlined answering Defendant as service of the Summons and Complaint herein was not made in accordance with the requirements of the Civil Practice Law and Rules. Additionally, this Honorable Court lacks venue over this action.

AS FOR A THIRD AFFIRMATIVE DEFENSE: ACCORD & SATISFACTION

34. Any and all duties which these Defendant(s) owed the Plaintiff(s) pursuant to their service agreement(s) had all been completed in full accord and satisfaction for all services.

AS FOR A FOURTH AFFIRMATIVE DEFENSE: FAILURE TO MITIGATE DAMAGES

35. Plaintiffs' have failed to mitigate the damages caused by taking steps in order to reduce the potential expenditures exposed to the Defendants' as outlined in the Plaintiffs' summons and complaint.

AS FOR A FIFTH AFFIRMATIVE DEFENSE: IMPOSSIBILITY OF PERFORMANCE

36. The Defendant(s) ability to provide any sum of money to the Plaintiff(s) is impossible as these Defendant(s) have fulfilled their duties in full satisfaction.

AS FOR A SEVENTH AFFIRMATIVE DEFENSE: PLAINTIFF'S OWN NEGLIGENCE

37. Any damages suffered by Plaintiffs' were caused in whole or in part due to Plaintiff(s) own negligence and any recovery should be apportioned accordingly.

AS FOR AN EIGHT AFFIRMATIVE DEFENSE: SUPERSEDING AND INTERCEDING

CAUSE

38. The damages alleged, all of which are denied by these answering Defendants, were caused by the intervening, interceding and superseding acts of third parties not under the control of this answering defendant and, therefore, the complaint against the Defendants should be dismissed or the damages recovered by the Plaintiffs, if any should be diminished or reduced in the proportion to said culpable conduct which caused the damages.

AS FOR A NINTH AFFIRMATIVE DEFENSE: UNCLEAN HANDS DOCTRINE

39. Plaintiffs' are not entitled to an equitable remedy under the unclean hands doctrine due to the fact Plaintiffs' had engaged in practices with the Defendants' in bad faith which caused injury to the Defendants and does not entitle Plaintiffs to any remedy for such conduct.

AS FOR A TENTH AFFIRMATIVE DEFENSE: LIMIT TO DEFENDANT'S SHARE OF LIABILITY

40. If the answering Defendants' are found liable, such liability is less than or equal to 50% of the total liability of all persons who may be found liable and, therefore, these answering Defendants' liability shall be limited to its equitable share.

AS FOR AN ELEVENTH AFFIRMATIVE DEFENSE: CONTRIBUTORY

NEGLIGENCE

41. If the damages sustained by the Plaintiffs' were at the time and place and in the manner alleged in the Complaint, such injuries and damages are attributable, in whole or in part, to the culpable conduct of the Plaintiffs'.
42. If any damages are recoverable against said Defendants', the amount of such damages shall be diminished in the proportion which the culpable conduct attributable to the Plaintiff bears to the culpable conduct, if any, of said defendants'.

AS FOR A TWELVETH AFFIRMATIVE DEFENSE: DEFENDANT IS NOT LIABLE

DUE TO PLAINTIFF'S OWN NEGLIGENCE

43. That any injury or injuries sustained by Plaintiffs' herein were not caused by any negligence or carelessness of the answering Defendants', but same were caused solely by the negligence of the Plaintiffs', and of said negligence or carelessness of the Plaintiffs Contributed to and caused the injuries complained.

AS FOR A THIRTEENTH AFFIRMATIVE DEFENSE: ADDITIONAL DEFENSES

44. Defendants' will rely upon any and all further defenses that become available or appear during discovery in this action and hereby specifically reserve his right to amend its Answer for the purpose of asserting any such additional defenses.

Dated: Mineola, New York
March 28, 2022



MEIR MOZA, ESQ.

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